



STATE OF IDAHO
DEPARTMENT OF LANDS
BOISE, IDAHO

MINING EXPLORATION BOND

BOND NO. _____
RELATING TO EXPLORATION PERMIT/LOCATION/LEASE NO. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____, of _____, as principal, and _____, a corporation organized and existing under the laws of the State of _____, and authorized to do business in the State of Idaho, as surety, are held and firmly bound unto the State of Idaho, in the sum of \$ _____ for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of the above obligation are such that:

WHEREAS, by location/permit/lease bearing the above serial number, the principal was granted the exclusive right to explore for all the specified mineral resources in or under the leased lands, under and pursuant to the provisions and requirements of Title 47, Chapter 7, **Idaho Code** and the Idaho State Board of Land Commissioners Rules Governing Mineral Leases; and

WHEREAS, said locator/permittee/lessee has, by virtue of the location/permit/lease above referred to, entered into certain covenants and agreements set forth in such document, under which operations are to be conducted; and

WHEREAS, the said principal in consideration of being permitted, in lieu of the locator/permittee/lessee, to furnish this bond agrees and by these presents does hereby bond himself to fulfill on behalf of the locator/permittee/lessee all of the obligations of the said document in the same manner and to the same extent as though he were the locator/permittee/lessee. It is understood and agreed by the surety and the principal that if there is outstanding reclamation on the premises, and if royalties are due, this bond shall extend to cover all acts for which reclamation is required or payment of royalties is required, both prior and subsequent to the date of this bond until notified in writing by the Idaho Department of Lands that reclamation has been completed, royalties have been paid or the bond has been replaced and all liability under this bond has been released. The department may require payment of the entire sum of this bond, or portions thereof, upon written notice to the surety, by the department, of the locator's/permittee's/lessee's failure to perform reclamation obligations and/or pay royalties under Idaho Code title 47, chapter 7 or the Administrative Rules.

The surety shall pay to the Department of Lands the sum of this bond, or portions thereof, as requested by the department within 30 days of receipt of such written notice. In the event of a partial distribution, the remaining funds and liabilities shall not be released until the department notifies the surety in writing of release of remaining liability or requires payment of the remaining bond liabilities. Payment of the full sum of the bond to the department shall release the surety of all liabilities and obligations.

NOW THEREFORE, if the above principal shall in good faith observe, carry out and comply with all the laws now existing or hereafter enacted, designed or intended for the protection of the surface owner of said lands against damage and resulting loss caused by any operations carried on under said document, or if any such damage and resulting loss shall so occur nevertheless, for which damage and loss reimbursement is required and made, then this obligation shall become void, otherwise to remain in full force and effect; and the liability of the surety under this bond for any one or more defaults of the principal under said location/permit/lease shall not exceed in the aggregate the sum stated herein above; It is further provided, however, that the Bond may be cancelled by the surety by the service of written notice of cancellation upon the Director of the Department of Lands of the State of Idaho, such cancellation to be effective at the expiration of sixty (60) days after the service of such cancellation notice by the surety on the Director by registered mail. Such cancellation notice, however, shall not affect any liability that shall have accrued under this Bond prior to the effective date of cancellation.

WITNESS our hands and seals this _____ day of _____, 20____

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY

ACKNOWLEDGEMENT OF SURETY

State of _____)
County of _____) ss

On this ____ day of _____, in the year 20____, before me _____, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____ of the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal of day and year first above written.

Notary Public for: _____
Residing at: _____
My Commission expires _____, 20____